

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AHM SV, Inc. fka American Home Mortgage Servicing, Inc.		04/11/2008	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	American Home Mortgage Servicing, Inc., formerly known as AH Mortgage Acquisition Co., Inc.		
Street Address:	4600 Regent Blvd, Suite 200		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1915866	CN	
Registration Number:	2444041	COLUMBIA NATIONAL	
Registration Number:	2387728	COLUMBIANATIONAL.COM	
CORRESPONDENCE DATA			
Fax Number:	(404)581-8330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404.581.8620		
Email:	clkiedrowski@jonesday.com		
Correspondent Name:	Carrie L. Kiedrowski		
Address Line 1:	1420 Peachtree Street, N.E., Ste. 800		
Address Line 4:	Atlanta, GEORGIA 30309-3053		
ATTORNEY DOCKET NUMBER:	646342-635010		
NAME OF SUBMITTER:	Carrie L. Kiedrowski		

CH \$90.00 1915866

Signature:	/Carrie L. Kiedrowski/
Date:	05/02/2008
Total Attachments: 9 source=AHMSI ASSIGNMENT#page1.tif source=AHMSI ASSIGNMENT#page2.tif source=AHMSI ASSIGNMENT#page3.tif source=AHMSI ASSIGNMENT#page4.tif source=AHMSI ASSIGNMENT#page5.tif source=AHMSI ASSIGNMENT#page6.tif source=AHMSI ASSIGNMENT#page7.tif source=AHMSI ASSIGNMENT#page8.tif source=AHMSI ASSIGNMENT#page9.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is executed and delivered as of April 11, 2008, by and between AH Mortgage Acquisition Co., Inc., a Delaware corporation ("Assignee"), and American Home Mortgage Servicing Inc., a Maryland corporation, as a debtor and debtor-in-possession ("Assignor"), pursuant to the Asset Purchase Agreement, dated as of September 25, 2007, by and among Assignee, Assignor, American Home Mortgage Investment Corp., a Maryland corporation, as a debtor and debtor-in-possession ("Parent"), and American Home Mortgage Corp., a New York corporation, as a debtor and debtor-in-possession (together with Assignor and Parent, the "Sellers") (as modified, amended or supplemented, the "Asset Purchase Agreement").

WHEREAS, on the terms and subject to the conditions of the Asset Purchase Agreement, Sellers agreed to, on the Final Closing Date, sell, convey, transfer, assign and deliver to Assignee the Purchased Assets, including the Transferred Intellectual Property and associated goodwill, which includes the United States registered trademarks listed on Schedule A hereto (the "Transferred Marks") and the goodwill associated therewith, free and clear of all Claims and Liens, other than Permitted Liens and New Financing Liens.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Defined Terms. All initially capitalized terms used but not defined herein have the meaning given them in the Asset Purchase Agreement.

Section 2. Assignment. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all right, title and interest of Assignor and its Affiliates in and to the Transferred Marks, together with the goodwill of the business in connection with which the Transferred Marks are used, and all registrations and applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Transferred Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors or assigns, and any other rights, privileges, claims and causes of action relating or pertaining to the Transferred Marks, free and clear of all Claims and Liens, other than Permitted Liens and New Financing Liens.

Section 3. Further Assurances. Assignor shall, without further consideration, comply with any reasonable request by Assignee to execute and deliver promptly any additional documents as may be necessary in order to give effect to the assignment reflected herein. Such additional documents shall be effective as of the date hereof, if applicable, and may include, without limitation, additional assignment documents required by the United States Patent and Trademark Office and any other jurisdictions; agreed amendments to Schedule A to correct any

inaccuracies or misstatements therein; any other documents necessary to further clarify or confirm the assignment and conveyance of the Transferred Marks; and any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required in connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Transferred Marks; (b) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Transferred Marks, including without limitation, testifying as to any facts relating to the Transferred Marks and this Assignment; and (c) obtaining any additional trademark protection for the Transferred Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries, in each case at Assignee's cost and expense.

Section 4. No Use of Transferred Marks by Assignor. Assignor, for itself and on behalf of its respective successors and assigns, covenants not to use, apply for, or register any of the Transferred Marks or use, apply for, or register any variation of the Transferred Marks or any word, design, domain name, or logo likely to be similar or confusingly similar with the Transferred Marks, for any purpose in the United States or in any foreign country.

Section 5. Binding on Successors; No Third Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and permitted assigns. This Assignment is not intended to confer any rights or remedies upon any Person other than the parties hereto.

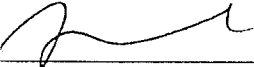
Section 6. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts, provided receipt of such counterparts is confirmed.

Section 7. Governing Law. THIS ASSIGNMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH (A) THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO RULES GOVERNING THE CONFLICT OF LAWS AND, (B) TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

IN WITNESS WHEREOF, the undersigned hereby execute this Assignment the day and year first above written.

ASSIGNEE:

AH MORTGAGE ACQUISITION CO., INC.
as Assignee

By: 
Name: JOSH SEEGOR
Title: VICE PRESIDENT

ASSIGNOR:

AMERICAN HOME MORTGAGE SERVICING, INC.,
as Seller and Debtor and Debtor-in-Possession

By: _____
Name:
Title

IN WITNESS WHEREOF, the undersigned hereby execute this Assignment the day and year first above written.


ASSIGNEE:

AH MORTGAGE ACQUISITION CO., INC.
as Assignee


By: _____
Name:
Title:

ASSIGNOR:

AMERICAN HOME MORTGAGE SERVICING, INC.,
as Seller and Debtor and Debtor-in-Possession

By:  _____
Name: *Craig Pino*
Title: *EVP + Treasurer*

SCHEDULE A

Mark	Country	Int. Class/Services	Serial / Reg No.	Filing / Reg Date	Record Owner
CN (LOGO) 	United States	36 loan administration of commercial and residential mortgages, real estate asset management, real estate investment, real estate investment consulting and real estate trustee services	74425580/ 1,915,866	8/18/1993/ 8/29/1995	American Home Mortgage Servicing, Inc.
COLUMBIA NATIONAL	United States	36 Loan administration of commercial and residential mortgages, real estate asset management, real estate investment, real estate investment consulting and real estate trustee services	75825943/ 2,444,041	10/19/1999/ 4/17/2001	American Home Mortgage Servicing, Inc.
COLUMBIANATIONAL.COM	United States	36 Providing on-line loan administration of commercial and residential real estate mortgages, real estate asset management, real estate investment, real estate investment consulting and real estate trustee services over the global computer network	75816664/ 2,387,728	10/7/1999/ 9/19/2000	American Home Mortgage Servicing, Inc.

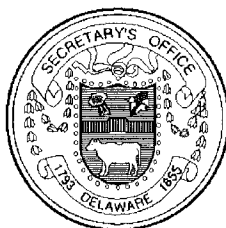
Delaware

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The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "AH MORTGAGE ACQUISITION CO., INC.", CHANGING ITS NAME FROM "AH MORTGAGE ACQUISITION CO., INC." TO "AMERICAN HOME MORTGAGE SERVICING, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF APRIL, A.D. 2008, AT 5:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



4419020 8100

080426526

You may verify this certificate online
at corp.delaware.gov/authver.shtml

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6523127

DATE: 04-14-08

TRADEMARK
REEL: 003770 FRAME: 0684

**CERTIFICATE OF AMENDMENT
TO
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
AH MORTGAGE ACQUISITION CO., INC.**

AH Mortgage Acquisition Co., Inc. (the "*Corporation*"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "*DGCL*"), does hereby certify:

1. The Board of Directors of the Corporation duly adopted resolutions proposing to amend the Amended and Restated Certificate of Incorporation (the "*Amended and Restated Certificate*") of the Corporation as follows below, declaring said amendment to be advisable and in the best interest of the Corporation and its stockholders, and recommending the proposed amendment to its stockholders for consideration.

2. The following amendment was duly adopted and approved in accordance with the provisions of Sections 228 and 242 of the DGCL pursuant to a Unanimous Written Consent of the stockholders of the Corporation:

Article I of the Amended and Restated Certificate is hereby amended in its entirety to read as follows:

ARTICLE I

The name of the Corporation is American Home Mortgage Servicing, Inc.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by David M. Friedman, its President, who hereby acknowledges under penalties of perjury that the facts herein stated are true and that this Certificate is his act and deed, this 14th day of April, 2008.

AH MORTGAGE ACQUISITION CO., INC.



David M. Friedman, President

Delaware

PAGE 1

The First State

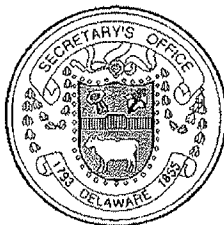
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT

A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MARYLAND, FILED IN THIS OFFICE THE FOURTEENTH DAY OF APRIL, A.D. 2008, AT 1:57 O'CLOCK P.M., A CERTIFICATE OF AMENDMENT OF FOREIGN QUALIFICATION OF "AMERICAN HOME MORTGAGE SERVICING, INC.", CHANGING ITS NAME FROM "AMERICAN HOME MORTGAGE SERVICING, INC." TO "AHM SV, INC."

2040821 0372

080423978

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6521656

DATE: 04-14-08

TRADEMARK
REEL: 003770 FRAME: 0686

**State of Delaware
Foreign Corporation Certificate
of Change of Name**

THE UNDERSIGNED, a corporation duly organized and existing under the laws of the State of Maryland, in accordance with the provisions of Section 372 of Title 8 of the Delaware Code, does hereby certify:

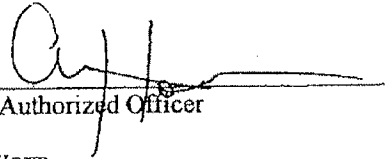
FIRST: That the name of the corporation as it appears on the records of the records of the Secretary of State of Delaware is AMERICAN HOME MORTGAGE SERVICING, INC.

SECOND: That it is organized under the laws of the State of Maryland.

THIRD: That it was authorized to do business in the State of Delaware on 07/27/1984.

FOURTH: That the name of the corporation has been changed to AHM SV, Inc. and the name set forth in Article First is relinquished. That change of name was effected under the laws of the State of Maryland on April 14 ~~2008~~ 2008. *AH*

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed on its behalf this 14th day of April A.D. 2008.

By: 
Authorized Officer

Name: Alan Horn
Print or Type

Title: Secretary